

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 7th day of November, 2000, by and between the United States of America, including the Department of Health and Human Services, Health Care Financing Administration ("HCFA"), and the Department of Health and Human Services, Office of Inspector General (collectively "United States"), and Ashton Hall Nursing and Rehabilitation Center ("Ashton Hall"), to resolve the pending and potential civil and administrative claims more fully described herein.

WHEREAS, Ashton Hall, located at 2109 Red Lion Road, Philadelphia, Pennsylvania 19115, is a long-term care/skilled nursing facility engaged in the provision of health care services to Medicare and Medicaid beneficiaries;

WHEREAS, as a result of an investigation by the United States Attorney's Office for the Eastern District of Pennsylvania and the Department of Health and Human Services, the United States of America contends that during a period in 1998 Ashton Hall provided inadequate care to a resident by failing to provide adequate nutrition and adequate wound care in a timely manner in view of the current clinical condition of that resident;

WHEREAS, Civil Monetary Penalties were imposed against Ashton Hall by HCFA within calendar year 1998;

WHEREAS, Ashton Hall denies any wrongdoing, inadequacy or liability in regard to the care rendered to this resident of Ashton Hall and has appealed the imposition of Civil Monetary Penalties by HCFA;

WHEREAS, the parties wish to resolve this matter in an amicable manner without the need for protracted litigation;

WHEREAS, the parties agree that this Settlement Agreement does not constitute and shall not be construed as an admission of any liability, inadequacy or wrongdoing on the part of Ashton Hall or its parents or subsidiaries;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the parties, intending to be legally bound, enter into the following:

1. Ashton Hall agrees to pay the sum of Sixty Thousand Dollars (\$60,000.00) with interest computed at 6.375% to the United States in settlement of its potential civil or administrative liability to the United States as described in paragraphs 18 through 20 for the matters described in paragraphs 18 through 20. The settlement amount shall be paid in installments as follows: The first installment in the amount of Fifteen Thousand Dollars (\$15,000) shall be paid within seventy-two (72) hours of receipt by Ashton Hall of a fully executed copy of this Settlement Agreement. The second installment in the amount of Fifteen Thousand Dollars (\$15,000) shall be paid on or before February 1, 2001. Thereafter, the remaining Thirty Thousand Dollars (\$30,000) with interest shall be paid on or before the first anniversary of the effective date of this Settlement Agreement. Interest shall accrue on the Forty Five Thousand Dollar (\$45,000) amount at the 6.375% rate. The effective date of this Settlement Agreement will be the date of the last signatory's signing of a fully executed copy of the Settlement Agreement. Payment of the settlement amount shall be by check and made payable to the United States of America and forwarded to the United States Attorney's Office, 615 Chestnut Street, Suite 1250, Philadelphia, PA 19106, Attn: Assistant U.S. Attorney David R. Hoffman.

2. Within each of the first two years after the effective date of this Settlement Agreement, Ashton Hall further agrees to spend not less than Fifty Thousand Dollars (\$50,000.00), or a total of not less than One Hundred Thousand Dollars (\$100,000.00), in Ashton Hall on programs intended to improve the quality of life of residents. Such programs may include, but not be limited to: construction of a permanent nursing station if appropriate, and purchase/installation of new facility lighting, and purchase/installation of additional air conditioners or air conditioning capacity, and purchase/installation of new flooring, and purchase/installation of other equipment to address facility safety or facility aesthetics, and implementation of additional activities. Ashton Hall shall make all reasonable efforts to implement the purchase and installation of new lighting within the first six months after the effective date of this Agreement. Ashton Hall agrees to implement other appropriate environmental changes in a timely fashion. Ashton Hall agrees to provide to the United States and the Monitor bi-weekly updates, commencing on the date of execution of this Settlement Agreement, on the progress of these environmental changes. Evidence and a certification by Ashton Hall's CEO of all expenditures required by this paragraph shall be submitted to the United States within seventy-two (72) hours of the actual expenditure and on the one-year and two-year anniversaries of the effective date of this Settlement Agreement. The Monitor (as set forth in paragraph 9) may make recommendations for expenditures under this paragraph which shall be considered in good faith by Ashton Hall.
3. Ashton Hall and its agents, employees, contractors, and/or subcontractors agree to abide by a nutritional monitoring program for residents at Ashton Hall that, at a

minimum, includes implementation of and compliance with the Standards of Practice and Practice Guidelines for "Medical Nutrition Therapy for Pressure Ulcers/Wounds," "Weights-Monitoring of," and "Weight Committee" which are attached hereto as Exhibit

A.

4. Ashton Hall agrees to ensure that each resident is provided with adequate skin care, nutrition, turning and positioning to decrease the likelihood of skin breakdown.

While Ashton Hall and its agents, employees, contractors, and/or subcontractors are not bound to all provisions of the Clinical Practice Guidelines for the Prediction, Prevention and Treatment of Pressure Ulcers ("Guidelines") promulgated by the Agency for Health Care Policy Research, now known as the Agency for Healthcare Research and Quality, Ashton Hall agrees to use the Guidelines as a basis to establish Ashton Hall's individualized care plan for skin and wound care. In addition, Ashton Hall agrees to comply fully with its own protocols and procedures for skin and wound care set forth in its skin and wound care manuals.

5. Within forty-five (45) days of the effective date of this Settlement Agreement, Ashton Hall agrees to provide training in which all dietary management and nursing staff at Ashton Hall will participate in all of the requirements set forth in the documents referred to in this Settlement Agreement. Thereafter, this training shall be provided on at least an annual basis, and all new dietary management and nursing staff at Ashton Hall shall be trained on the requirements set forth in the documents contained herein within twenty (20) calendar days of such employee's commencing employment with Ashton Hall.

6. Ashton Hall agrees that it will provide enteral and parenteral feedings only for those residents at Ashton Hall who are unable to obtain adequate nutritional intake orally

and whose clinical condition demonstrates that enteral/parenteral feedings are unavoidable, while at the same time honoring physician orders and the residents' Advance Directive choices, if available.

7. Ashton Hall agrees that it will provide residents at Ashton Hall with appropriate incontinence care in accordance with all applicable statutes and regulations in a timely fashion.
8. Ashton Hall agrees that it will comply fully with the applicable laws, rules and regulations governing the Medicare and Medicaid Programs and the Nursing Home Reform Act. Ashton Hall agrees to adopt a Corporate Compliance Plan within ninety (90) days from the date of execution of this Agreement that incorporates the policies and principles set forth in HHS-OIG's Compliance Program Guidance for Nursing Facilities, 65 Federal Register 14289 (daily ed. March 16, 2000).
9. Ashton Hall agrees to employ an independent third party monitor, who shall be a Registered Nurse (the "Monitor"), to assist and monitor Ashton Hall's compliance with the terms of this Settlement Agreement and the provision of quality care. The Monitor shall be chosen by the United States after consultation with Ashton Hall. If the Monitor resigns or is removed for any reason by the United States prior to the termination of his/her term of appointment, the United States, after consultation with Ashton Hall, shall appoint another Monitor with the same functions and authorities. The Monitor shall visit Ashton Hall for a period of one (1) year from the effective date of this Settlement Agreement and shall have access to all current nursing home residents, their medical records, records in the possession or control of Ashton Hall (e.g. quality assurance reviews) and Ashton Hall staff and employees, for purposes of ensuring coordination of

responses to identified problems and enabling the Monitor to fulfill his/her duties. In addition, the Monitor shall advise management and staff as to possible procedures that, in the Monitor's view, may be implemented to facilitate compliance with this Settlement Agreement. The monitor may confer and correspond with the parties on an ex parte basis. Within five (5) days from the final execution of this Settlement Agreement, the Monitor shall submit a budget to the United States and Ashton Hall for the one (1) year monitoring period. During the one (1) year period, the Monitor shall visit Ashton Hall at least monthly unless unforeseen or emergency circumstances occur or unless otherwise agreed to by the parties to this Settlement Agreement.

10. At the conclusion of each visit, the Monitor will meet with Ashton Hall's Administrator (or his/her designee) to discuss any adverse findings that have been identified and make suggestions related to how these findings could be remedied and care improved in the facility. The Monitor shall create a report documenting any adverse findings relating to compliance and shall present the report within ten (10) calendar days of the site visit to Ashton Hall, the United States Attorney's Office, the U.S. Department of Health and Human Services, Office of Inspector General, and the Health Care Financing Administration. Upon receipt of the report, Ashton Hall will have an opportunity to submit a response, with the assistance of the monitor, as requested, to address any concerns raised by the Monitor and actions taken by Ashton Hall in response to such concerns. Such response, if any, shall be submitted within ten (10) business days of receipt by Ashton Hall of the Monitor's report. Ashton Hall and the United States agree that, at the request of either party, they shall meet promptly to discuss any issues or concerns raised by the Monitor. Ashton Hall is not bound by the Monitor's

recommendations or conclusions but must address them in good faith. In the event the United States believes there has been a breach of this Settlement Agreement, nothing in this Agreement shall prevent the United States from calling the Monitor as a witness in any proceeding.

11. The Monitor shall be compensated at the rate of \$65.00/hour for performance of the monitoring activities set forth herein. The Monitor may retain independent consultants, as needed, to meet his/her obligations. Ashton Hall shall bear all reasonable costs of the Monitor consistent with the hourly rate and the parties agree that the total budget for the monitoring program shall not exceed the amount of \$20,000, except in the event that unforeseen circumstances arise. Failure to pay the monitor within thirty (30) calendar days of submission of his/her invoice shall constitute breach of this agreement. At all times the Monitor shall attempt to coordinate his or her activities with relevant Ashton Hall personnel in order to minimize disruption in the day-to-day operations of the facility. In order to minimize any disruption to the day-to-day operations, the Monitor shall give Ashton Hall and the United States at least forty-eight (48) hours advance notice of his/her visits to Ashton Hall. In the event the Monitor's visit is for two or more consecutive days, forty-eight (48) hours advance notice shall only be required for the first day of the visit. In the event that the Monitor reasonably concludes that less notice is warranted in order to fulfill his/her responsibilities under this Settlement Agreement, the Monitor may dispense with the notice provisions contained in this paragraph.
12. In the event that the Monitor's report identifies a situation that the United States believes immediately jeopardizes the health and safety of residents of Ashton Hall, the

United States may take whatever action authorized by law it deems necessary to ensure the health and safety of the residents.

13. In the event that Ashton Hall fails to comply in good faith with any of the terms of this Settlement Agreement relating to it, or should any of Ashton Hall's representations or warrants be materially false, the United States may, at its sole discretion, exercise one or more of the following rights:

- a. seek specific performance of this Settlement Agreement and the prevailing party shall be entitled to an award of reasonable attorneys fees and costs in its favor; or
- b. exercise any other right granted by law.

14. In the event that the United States exercises any of its rights under paragraphs 12 or 13 of this Settlement Agreement, Ashton Hall specifically reserves all of its rights to challenge, defend and contest any such action.

15. Each party to this Settlement Agreement shall bear its own costs except as otherwise provided herein.

16. Ashton Hall and its agents, employees, contractors and/or subcontractors agree that they have not and will not intimidate or retaliate against any individual or individuals who cooperated with this investigation.

17. Except as specifically provided in paragraph 9 of this Settlement Agreement with respect to the Monitor, the obligations imposed by this Settlement Agreement on Ashton Hall shall be in effect for a period of three (3) years from the effective date of this Settlement Agreement. During that three-year period, thirty (30) days after the first, second and third anniversary date of this Settlement Agreement, Ashton Hall will submit

Annual Reports to the OIG regarding the status of its compliance with this Agreement. Each annual report shall include: (a) any amendments or revisions to Ashton Hall's Compliance Plan made during the preceding year and the reasons for such changes (e.g. change in contractor policy); (b) a description of the training programs implemented pursuant to this Agreement and a summary of the activities undertaken in furtherance of these programs and (c) a certification by the Compliance Officer that all applicable persons have completed the required training; that Ashton Hall is in compliance with all of the requirements of this Agreement, to the best of his or her knowledge; and that the Compliance Officer has reviewed the Annual Report and has made reasonable inquiry regarding its content and believes that the information is accurate and truthful.

18. In consideration of the promises made by Ashton Hall in this Settlement Agreement and conditioned upon payment in full of the settlement amount referenced in paragraphs 1 and 2, the United States, on behalf of itself, its officers, agents, agencies, and departments, hereby releases and discharges Ashton Hall, its parents, affiliates, agents, and employees from any and all civil or administrative monetary claims (including recoupment claims), actions, causes of action, liabilities, losses, and damages, including attorneys' fees, costs and expenses, which the United States has asserted or could have asserted against Ashton Hall, its parents, affiliates, officers and directors and employees under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, and common law theories of payment by mistake, unjust enrichment, breach of contract and fraud for: (a) any deficiencies cited or found in any surveys or inspections conducted by the Pennsylvania Department of Health at Ashton Hall from

January 1, 1998 to the effective date of this Settlement Agreement and (b) the adequacy of care provided during the period January 1, 1998 to January 1, 1999, to the one nursing home resident identified in the HHS-OIG subpoena dated December 3, 1998.

19. In consideration of the obligations of Ashton Hall as set forth in this Settlement Agreement, and conditioned upon payment in full of the settlement amount referenced in paragraphs 1 and 2, HHS-OIG agree to release and refrain from instituting, directing or maintaining any administrative claim or action seeking exclusion from the Medicare, Medicaid or other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) against Ashton Hall, its parents, affiliates, officers and directors, and employees under the Social Security Act, including 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law), or 42 U.S.C. § 1320a-7(b) (permissive exclusion), for the conduct set forth in the preceding paragraph, except as specifically reserved in Paragraph 20.

20. The parties agree that the releases given in the preceding two paragraphs specifically exclude the following:

- a. Any civil or administrative disputes, adjustments, HCFA enforcement actions or claims relating to matters other than those for (1) any deficiencies cited or found in any surveys or inspections conducted by the Pennsylvania Department of Health at Ashton Hall from January 1, 1998 to the effective date of this Settlement Agreement and (2) the adequacy of care provided during the period January 1, 1998 to April 1, 1999, to the one nursing home resident who was the subject of the OIG subpoena dated December 3, 1998.

- b. Any civil, criminal or administrative disputes or claims arising under the Internal Revenue Code, Title 26 of the United States Code.
- c. Any disputes or claims arising under any express or implied warranties relating to products or services other than those released in paragraphs 16 and 17.
- d. Any disputes or claims arising under the criminal laws of the United States and any related administrative action for mandatory exclusion pursuant to 42 U.S.C. § 1320a-7(a).
- e. Subject to the enforcement provisions of paragraphs 10 and 11, any obligations created by this Settlement Agreement.
- f. Any HHS-OIG administrative exclusion action pursuant to 42 U.S.C. § 1320a-7a or 42 U.S.C. § 1320a-7(b), or any civil money penalty or termination action by HCFA, if any such action is based on matters other than deficiencies cited or found in any surveys or inspections conducted by the Pennsylvania Department of Health at Ashton Hall from January 1, 1998 to the effective date of this Settlement Agreement and the adequacy of care provided during the period January 1, 1998 to January 1, 1999, to the one nursing home resident identified in the HHS-OIG subpoena dated December 3, 1998.

21. Ashton Hall agrees that all costs (as defined in the Federal Acquisition Regulation ("FAR") § 31.205-47 and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. § 1395-1395 ggg, and §§ 1396-1396v, and the regulations promulgated thereunder) incurred by or on behalf of Ashton Hall in connection with: (a) the government's

investigations, and Ashton Hall's investigation and defense of this matter, (b) the negotiation of this Settlement Agreement, and (c) the payments made to the United States pursuant to paragraph 1 of this Settlement Agreement, and (d) corrective actions taken pursuant to this Agreement, including but not limited to the cost of the Monitor but excluding capital improvements, shall be unallowable costs for government contract accounting and for Medicare, Medicaid, TRICARE, VA and FEHBP reimbursement purposes. These amounts shall be separately estimated and accounted for by Ashton Hall, and Ashton Hall will not charge such costs directly or indirectly to any contracts with the United States or any State Medicaid program, or to any cost report, cost statement, or information statement submitted by Ashton Hall, to TRICARE, VA or FEHBP programs. Ashton Hall agrees further that within sixty (60) days it will identify to applicable Medicare and TRICARE fiscal intermediaries, carriers and/or contractors, and Medicaid fiscal agents any unallowable costs (as defined in this paragraph) included in payments sought in any cost reports, cost statements or information reports already submitted by Ashton Hall or any of its subsidiaries and will request that such cost reports, cost statements or information reports, even if already settled, be adjusted to account for the effect of the inclusion of the unallowable costs. Any payments due after the adjustments have been made shall be paid to the United States at the direction of the Department of Justice, and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Ashton Hall or any of its parents or subsidiaries on the effect of inclusion of unallowable costs (as defined in this paragraph) on Ashton Hall's, or any of its parents' or subsidiaries' cost reports, costs statements or information reports. Nothing in this Settlement Agreement shall constitute a waiver of the rights of Ashton

Hall, or any Medicare or TRICARE fiscal intermediary or contractor, or any Medicaid fiscal agent, to examine or re-examine the unallowable costs described in this paragraph.

22. In consideration for such repose and on the terms and conditions contained herein, Ashton Hall fully and finally releases, dismisses, and forever discharges the United States, its agencies, employees, servants, and agents, from any and all claims, causes of action, liabilities, losses, appeals of remedies imposed by HCFA or HHS-OIG, and damages, including attorneys' fees, costs and expenses, which Ashton Hall has asserted or could have asserted against the United States, its agencies, employees, servants, and agents before the effective date of this Settlement Agreement for: (a) any deficiencies cited or found in any surveys or inspections conducted by the Pennsylvania Department of Health at Ashton Hall from January 1, 1998 to the present and (b) the adequacy of care provided during the period January 1, 1998 to January 1, 1999, to the one nursing home resident identified in the HHS-OIG subpoena dated December 3, 1998.

23. Ashton Hall agrees that within ten (10) days of the effective date of this Settlement Agreement, it will notify the Administrative Law Judges presiding over all administrative appeals filed by Ashton Hall pertaining to remedies imposed by HCFA, that the appeals are withdrawn with prejudice and that all requests for hearings are also withdrawn with prejudice.

24. This Settlement Agreement constitutes the complete agreement between the parties and may not be amended except by the written consent of the parties.

25. The undersigned individuals signing this Settlement Agreement on behalf of Ashton Hall represent and warrant that they are authorized by Ashton Hall to execute this Settlement Agreement. The undersigned United States signatories represent that they are

signing this Settlement Agreement in their official capacities and that they are authorized to execute this Settlement Agreement.

26. Each party to this Settlement Agreement will bear its own legal and other costs incurred in connection with this matter.

27. This Settlement Agreement shall be binding on the heirs, administrators, executors, successors, and transferees of Ashton Hall.

UNITED STATES OF AMERICA:

ASHTON HALL NURSING AND
REHABILITATION CENTER:

MICHAEL R. STILES
UNITED STATES ATTORNEY

STANLEY SEGAL
DATE: _____

JAMES G. SHEEHAN
ASSISTANT U.S. ATTORNEY
CHIEF, CIVIL DIVISION

DATE

DAVID R. HOFFMAN
ASSISTANT U.S. ATTORNEY

DATE

LEWIS MORRIS
ASSISTANT INSPECTOR GENERAL
OFFICE OF COUNSEL TO THE INSPECTOR GENERAL
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DATE

JAN M. LUNDELIUS
ASSISTANT REGIONAL COUNSEL
REGION III
HEALTH CARE FINANCING ADMINISTRATION

EXHIBIT A

SUBJECT: **MEDICAL NUTRITION THERAPY FOR PRESSURE ULCERS/WOUNDS**

STANDARD: Patients/Residents with pressure ulcers/wounds receive nutrition therapy to promote healing.

GUIDELINES:

1. The Registered Dietitian is notified by the nursing department via the weekly skin report when a patient/resident develops a pressure ulcer/wound. When a patient/resident is admitted with a pressure ulcer/wound, the Registered Dietitian is notified by the nursing staff.
2. The Registered Dietitian evaluates and documents the patient's/resident's nutritional status at the time he/she is notified of a pressure ulcer/wound and at least weekly until it is healed.
3. Based on the Registered Dietitian's assessment, the nutrient needs of the patient/resident with a pressure ulcer/wound may be increased as follows:
 - a. Protein: Stage I and II: 1.0 - 1.5 Gm/Kg
 Stage III and IV: 1.5 - 2.0 Gm/Kg
 Multiple pressure ulcers/wounds: 1.5 - 2.0 Gm/Kg
 -More protein may be indicated for wounds that are not healing;
 monitor lab data and fluid intake.
 - b. Fluid: 35 - 40 cc/Kg/day

A multivitamin, vitamin C or zinc sulfate *may* be indicated, although long term zinc supplementation should be avoided to prevent copper deficiency and other metabolic derangements.
4. The following nutritional interventions for patients/residents with pressure ulcer/wounds are suggested, but not meant to be all inclusive or required, and may be initiated by the Registered Dietitian as deemed appropriate (unless contra-indicated by diagnosis, medical condition or diet order):
 - a. One extra serving of meat, protein or egg at breakfast.
 - b. One extra ounce of meat or protein at lunch and/or dinner.
 - c. 4 oz. of Vitamin C Juice at each meal.
 - d. 8 oz. of milk at each meal.
 - e. Fortified supplement or shake two or three times/day between meals.

- f. 2,000 + cc of fluid/day encouraged by both nursing and dietary.
5. The medical nutrition therapy for these patients/residents is individualized and assessed for acceptance by the patient/resident to ensure effectiveness. If there is an inadequate dietary intake of protein or calories, care givers should first attempt to discover the factors compromising intake and offer support with eating. Other nutritional supplements or support may be needed. If dietary intake remains inadequate and if consistent with overall goals of therapy, more aggressive nutritional intervention such as enteral or parenteral feedings should be considered. (AHCPR Pressure Ulcers in Adults: Prediction and Prevention, Clinical, Practice Guideline Number 3, 7. Nutritional Deficit)
6. Pressure ulcer/wound information is communicated to all team members during wound rounds and/or at each interdisciplinary team meeting.
7. The Registered Dietitian evaluates the need for continued medical nutrition therapy when the pressure ulcer/wound is healed.

SUBJECT: **WEIGHTS - MONITORING OF**

- STANDARD:**
1. The Basic Medical patient/resident will be weighed monthly or per physician's order.
 2. The Subacute patient/resident will be weighed weekly or per physician's order.
 3. All residents identified to be a nutritional risk will be weighed weekly.

GUIDELINES:

1. Record weights, equipment ID code and date obtained on the Weight Worksheet.
2. Charge Nurse will chart weights from Weight Worksheet into residents' Medical Records.
3. If the month to month weight shows more than a three percent gain or loss, the patient/resident is reweighed immediately under the supervision of a nurse.
4. The Charge Nurse will notify Dietitian, of weight change > 5% in 30 days, 7.5% in 90 days, or 10% in 180 days using the 3 part Dietary Communication Form. Part I is sent to the Dietitian, part 2 is sent to the Clinical Coordinator and part 3 is placed in the Dietary section of the Medical Record.

5. The Charge Nurse will notify the patient/resident's family, physician and Dietitian if there is an actual five percent (5%) or more gain or loss in one month mid will document weight change and notification in Nurses' Notes.
6. Charge Nurse will complete Action Plan: Significant Weight Changes form for all residents with a > 5% weight change in 30 days or less. Clinical Coordinator will review these forms weekly and will yellow out entries when completed. Resident names may be re-entered on form if problems recur.
7. The Dietitian reviews the patient's/resident's nutritional status and makes recommendations for intervention in the nutritional progress notes if significant weight change is noted and notifies nursing using the Nutritional Recommendation form. The Dietitian will keep one copy of this form, place a copy in the Dietary Section of the Medical Record, and give another copy to the Clinical Coordinator who will contact physicians for telephone verbal orders as needed. The Clinical Coordinator will document follow-up on the Nutritional Recommendation form and return it to the Dietician. Once recommendations have been implemented, the Dietitian will yellow out the recommendation.
8. Significant, unplanned changes in weights are reviewed weekly at the Weight Committee Meeting following Weight Committee Standards of Practice.

SUBJECT: **WEIGHT COMMITTEE**

STANDARD: Patients/Residents with identified significant weight changes, gradual weight variance trends, and residents identified at risk for weight gain/loss will be reviewed at the Weight Committee meeting to help maintain acceptable parameters of nutritional status.

GUIDELINES:

1. The Weight Committee meets weekly to review patients/residents identified to be at nutritional risk due to :
 - *Weight change > 5% in 30 days
 - *Weight change >7.5% in 90 days
 - *Weight change >10% in 190 days
 - *New diagnosis of depression
 - *Consumes < 75% of 1-2 meals/day for 3 consecutive days
 - *Tube feeding
 - *Pressure ulcers
 - *Abnormal albumin according to below parameters in number 4.

2. The Weight Committee includes the following members: Dietitian, Clinical Coordinator, Director of Rehab Services, RNAC, and DON.
3. Identified patients/residents are reviewed by the Committee to determine the reason for weight variance and plan interventions to prevent further weight change and improve weight status. Information on those patients/residents is noted on the Action Plan, Significant Weight Changes form.
4. Action parameters are as follows:
 - a. Albumin level to be obtained monthly on all residents with pressure ulcers or tube feeding.
 - b. Albumin levels will be done on Admission on all residents with a pressure ulcer score of 9 or above on the Pressure Sore Risk, Assessment, a score of 16 or less on the Braden Scale, or a history of weight loss.
 - c. Albumin level will be done on admission and quarterly x 2 if resident has had an albumin level of < 3.5 within the last 3 months. If no weight loss after 6 mos. albumin annually.
 - d. Albumins will be completed every 6 mos., on residents who continue to score > 9 on the Pressure Sore Risk assessment or < 16 on the Braden Scale.
 - e. Albumins will be completed quarterly x 2 on any resident with a history of pressure sores, or past history of significant weight loss. If no weight loss or skin breakdown is noted after 6 months, albumin will be discontinued annually thereafter.
 - f. Prealbumin may be useful to monitor protein stores in patients/residents with pressure ulcers. The Dietitian will request an order for prealbumin when a resident has a Stage 3 or 4 pressure ulcer. Prealbumin will be rechecked weekly until the lab results and/or other clinical indicators, such as wound healing, indicate positive nitrogen balance. If the request for prealbumin levels is denied, the physician will be asked to document that the patient/resident is in positive nitrogen balance.
 - g. Residents found “at risk” by the Weight Committee who exhibit any of the following will have an albumin level checked:
 - * Abnormal hemoglobin and hematocrit in the past month
 - * Variable oral intake in the past month
 - * Poor dentition
 - * Weight loss > 5% in the past month
 - * New psychiatric diagnosis or exacerbation of an existing psychiatric condition.

5. Residents found to be at risk will have the following:
 - a. Albumin order
 - b. Weekly weights
 - c. Care Plan update
 - d. Evaluation by Dietitian within 3-4 days of "risk determination" to include:
 - *Assessment of nutritional/hydration status
 - *Albumin evaluation
 - *Update caloric, fluid and protein needs
 - *Determination of ideal body weight
 - *Dietician's progress note to include the above as well as prior weights, pertinent labs and interventions,
 - e. Monthly assessment by the Dietitian.
6. A new Minimum Data Set is triggered due to significant, unplanned weight change as follows:

5% in 30 days, 7.5% in 90 days, or 10% in 180 days.
7. The Dietitian will update the Plan of Care to reflect weight changes with appropriate goals and approaches/interventions listed.